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OR ALL  
PILLS.

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Evacuation of blood,  
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PSY. They act most absorbent system, which age or other way. They excite thereby stimulate readily collected

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of Holloway's Pills,  
cures affecting the  
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shortness of breath,

such as feverish at-  
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cured, by these  
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nightly, according

is better adapted  
all ailments.  
HEADACHES.  
liable to disorder  
when neglected, to  
nausea, flatulency

Pills regulate every  
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ick headaches, and  
ND GOUT.

known in the world

Retention of Urine  
Scrofula, or King's  
Evil  
Sore Throats  
Stone and Gravel  
Secondary Symp-

The Douloureux  
Tumours  
Ulcers  
Venereal Affections  
Worms of all kinds  
Weakness, from  
whatever cause

PROFESSOR HOLLOWAY,  
London: also by all  
medicines through  
following prices: 1s  
33s. each Box.

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## Retail, PROVISIONS,

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ALLOON.  
COTT  
ming his old friends

**Liquors,**

Hall,  
-class Billiard Table  
composition cushions

and Saturday, by John  
New Westminster, in t

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# THE BRITISH COLUMBIAN.

This journal is published every Wednesday and Saturday, at the office, Lytton House, New Westminster. Single copy, price 6d., or 12d. per quarter, 10s., or \$2.50; half-yearly, 18s., or \$4.50; and yearly \$1.10s., or \$7.50. Subscriptions must be paid in advance.  
62 Copies of this paper can be had at the Book Store of Mr. S. T. Tilley, Columbia Street.

**ADVERTISING RATES.**  
Transient Advertisements, 2 inches and under, \$2 first insertion, and one dollar each subsequent insertion. Over two inches, \$1 per inch for first insertion, and half a dollar for each subsequent insertion. Special contracts with regular advertisers.  
Advertisements in order to ensure insertion, should be sent in before noon of the day before publication.  
All Advertisements for insertion in the BRITISH COLUMBIAN must be paid in advance. Those for longer periods than one month are required to be paid each month in advance.  
All Advertisements, unless the time for which they are to be inserted is specified, will be continued until ordered out, and so charged.

## The British Columbian.

NEW WESTMINSTER, SATURDAY, DEC. 13.

### CRANFORD vs. WRIGHT.

We have been unable from circumstances over which we have no control, and to which we feel it unnecessary again to revert, to give a full report from day to day of this lengthy and, to the mercantile community of this and the adjoining Colony, most important trial.

Mr. King and Mr. McCreight appeared for the Plaintiff, and Mr. Cary and Mr. Walker for the Defendant.

Mr. King stated that his friend Mr. McCreight would open the case, and that he would take the opportunity of addressing the jury on a future occasion in summing up.

Mr. McCreight thereupon presented the case to the jury. We do not propose to give his speech at length, but will as far as possible give the substance of it. It appeared that the plaintiff, Robert Cranford, Jr., arrived in Victoria last spring with a considerable quantity of goods, intending as he then did to carry on business in the mines at Cariboo as a Merchant. His elder brother, Mr. John Cranford, followed him. The defendant was introduced to Mr. R. Cranford by gentlemen of standing in Victoria as a packer on a large scale in upper British Columbia. They met and the following contract was entered into between them on the 25th April, 1862: The defendant agreed to pack the goods of the plaintiff from Douglas to Lillooet at 9 cts. per lb., payable sixty days after delivery, during the season, and if the rates of freight fell that the plaintiff should reap the benefit of it. Mr. McCreight then proceeded to state that the evidence would not merely show a breach of contract on the part of the defendant, but an appropriation by him of the goods of the plaintiff, having caused the brand and mark of the plaintiff to be obliterated, and his own substituted, at a time, too, when the market was high; and that grave misconduct on Mr. Wright's part must be the natural inference to be deduced from the facts by the mind of any reasonable man.

Here the learned Judge interrupted him and said he could not allow imputations of such a nature to be cast upon the defendant, and insisted that they were disgraceful and must recede upon the head of the person advancing them.

Mr. McCreight said that he was not afraid of any disgrace attaching to him, and that he did not require to be taught his duty. He firmly insisted that it was not a charge of larceny, but that no doubt it imputed considerable and grave misconduct to Mr. Wright, and that he thought the jury as reasonable men would draw the same inference as he did.

The Judge became greatly excited, and requested Mr. King to withdraw the case from his junior as the latter gentleman was likely to prejudice the plaintiff's cause.

Here Mr. King said that the statements in the opening made by his learned friend had his entire concurrence and approbation.

Mr. McCreight then proceeded by stating to the jury that whatever the opinion of the learned Judge might be, he felt it his duty to state the facts, and, moreover, to draw the attention of the jury to the inferences which he considered any reasonable man would deduce from these facts. That the business of carrying was highly important to this Colony, and the interests of the mining community required, the strictest faith to be observed by them in the performance of their duty. That if the packers themselves knew their true interests, they would be glad to see a strict application of the law on the subject. That the Victoria merchant was obliged to depend on the integrity of these common carriers, and any negligence or bad faith shown on their part would be a strong inducement to the merchant to seek another highway to the mines by the coast route, to the great injury of the colony as a whole. That ten or twelve days was the outside time necessary to reach Lillooet, and about thirty days from Lillooet to Williams Creek. I told him that my brother would not take money up to pay the freight. Sixty days credit after delivery of the goods at Lillooet was proposed by Wright, as returns from Williams Creek would be made by that time, and the freight paid out of the proceeds. My brother and the defendant subsequently arranged a meeting at Gladwin & Tarbell's. It was not kept, as Mr. Wright called at my brother's store on the 25th of April, and talked over the matter. The terms were settled, and the goods were to be shipped on the steamer at Victoria and marked "R. C. Care G. B. W. & Co., P. D." meaning Port Douglas. The invoices and shipping bills were to be forwarded to Mr. Woodcock, New Westminster, whom Mr. Wright represented to be his agent, and who would pass the goods through the Customs. Mr. Wright sat down to make a memorandum of the agreement. He said: "What is the style of your firm?" My brother said, "R. Cranford,

Jr. I am the only person concerned in the business."

Mr. Wright then wrote the memorandum of agreement in his pocket-book, and rose and read it. Here the pocket-book of Mr. Wright was handed to witness. He read the memorandum of agreement, which ran thus:

"Agreed with R. Cranford, Jr., & Brother to carry goods for them from Douglas to Lillooet at 9 cts. per lb., during the ensuing season, payable 60 days after delivery, and a proviso if freights fell, rates to be less."

The memorandum is the same as that made at the time with the exception of the words "R. Cranford, Jr., & Brother" squeezed into the margin, and "Them" altered from "him" as it originally stood, as the dot over the former is still remains. The alterations are made with darker ink than the agreement was originally written in. I can positively swear that these alterations were not made in the store, when the agreement was first written. When the memorandum was made Mr. Wright got up and read it, and asked my brother if it were satisfactory. He said "Yes."

To be Continued in our next.

New Advertisements.

Wm. Gillett,

LINEN & WOOLEN DRAPER!

(In the building lately occupied by the Bank of British Columbia)

BEGS TO CALL the attention of the public generally to an inspection of his new stock of

Drapery Goods,

consisting of

FRENCH & ENGLISH SILKS,

SHAWLS AND MANTLES,

PRINTS, CALICOES, MUSLINS,

MILLINERY, HOSIERY & GLOVES,

GENTS' CLOTHING, HATS AND CAPS.

N. B.—Millinery and Mantles made to order. Weaving orders executed on short notice.

**FAMILY MOURNING.**

NO CREDIT—CONSEQUENTLY—LOW PRICES.

New Westminster, Dec. 13th, 1862.

**RELIEVE THE DISTRESSED.**

"And there's a hand, my trusty friend,"

"And give a hand O' thine."

A MEETING will be held in the Hyack Hall on Tuesday the 16th, at 7 o'clock, P. M., for the purpose of organizing a St. Andrews Society in this city. All Scotchmen and descendants of Scotchmen are particularly requested to attend.

D. RAMSAY, Provisional Secretary.

New Westminster, December 12th, 1862.

**DISSOLUTION OF CO-PARTNERSHIP.**

NOTICE is hereby given that the co-partnership hitherto existing between Silvers, Walden & Dunleavy, is this day dissolved by mutual consent.

J. C. SILVERS,

CHARLES WALDEN,

PETER C. DUNLEAVY.

Lillooet, November 25th, 1862.

**J. LYONS,**

WATCH AND CLOCK MAKER,

NEXT DOOR TO THE OTTAWA MARKET,

COLUMBIA STREET,

NEW WESTMINSTER.

Watches and Clocks Cleaned and Repaired.

Jewelry neatly Repaired.

Orders from the Interior will receive prompt attention.

**FIRE ARMS!**

Guns, Revolvers and

**FIRE ARMS**

OF EVERY DESCRIPTION

Cleaned and Repaired.

THE SUBSCRIBER begs to inform the Public that he has commenced business as a

**GUN SMITH,**

on Columbia street, opposite Mr. Halliburton's Store, where he is prepared to execute with neatness and dispatch any work in his line.

Orders from the Interior will at all times receive prompt attention, and charges will be moderate.

ROBERT GAWLEY.

New Westminster, Dec. 8, 1862.

**MORTGAGE SALE.**

WHEREAS DEFAULT HAS BEEN MADE IN

payment of the sum of two thousand five hundred and sixty-one dollars, or five hundred and twelve pounds four shillings sterling, which is now due at the date of this notice, on a certain Mortgage bearing date the twenty-sixth day of January, in the year one thousand eight hundred and sixty-two, executed by George S. Houche, formerly of San Francisco, California, but now of New Westminster, British Columbia, to Edward Tormay, formerly of San Francisco, but now of the said city and Colony, and registered in the Registrar's office of the said Colony at New Westminster, on the first day of December, A. D. 1862, at five minutes past 10 o'clock, A. M., registered in Book number one of Mortgages, at pages forty-two and forty-three, on the first day of December, in the year of our Lord one thousand eight hundred and sixty-two.

Now therefore, notice is hereby given that in pursuance of the Power of Sale contained in the said Mortgage, and of the law in such case made and provided, the premises described in said Mortgage, to wit: All and singular, "All the interest of the said George S. Houche in the Lower Creek Mining Claim, and all his interest in the Water Works at the town of Yale, and the Mining Claim at Williams Creek, situate opposite Steel & Co.'s Mining Claim, known as Kane & Co.'s Claim; and also the house at the Forks of Quenell river, (known as Frank Fairford's) together with one Billiard Table, Bar Fixtures, &c., &c., and all the interests of the said George S. Houche therein contained, belonging, or in anywise appertaining, will be sold at Public Auction at the Court House at the town of Yale, on Friday the nineteenth day of December, A. D. 1862, at twelve o'clock noon.

Dated at the City of New Westminster this eighth day of December, 1862.

EDWARD TORMAY,

Mortgagee.

410

New Advertisements.

**\$40,000!**

**\$40,000!!**

**FOR THE HOLIDAYS**

**Watches,**

**Clocks,**

**Jewelry,**

**Musical Boxes,**

**Spectacles,**

**Opera Glasses,**

**Compasses,**

**Microscopes,**

**Telescopes.**

**J. L. JUNGERMAN,**

While returning thanks for past liberal patronage, begs to inform the Public that he has now on hand Goods to the amount of **\$25,000**, of the

**Newest Styles**

—AND MOST—

**SUPERIOR QUALITY,**

consisting in part of—

**Patent Gold & Silver Watches,**

Fully equal to CHRONOMETER TIMEPIECES, from the Manufactory of LANGE, DRESDEN, universally acknowledged as the best European maker. More than a dozen of these Magnificent Watches are already disposed of to gentlemen in this city and country, each one giving the most entire satisfaction.

—ALSO—

**A Great Variety of**

**GOLD AND SILVER**

**WATCHES**

FROM OTHER MAKERS,

**A LARGE ASSORTMENT OF**

**MARINE, PENDULUM,**

—AND—

**French Bronze Clocks,**

**ALL OF SUPERIOR QUALITY.**

—000—

**Diamond Jewelry**

Of every description. **Fine Gold Ladies' Buckles, Gentlemen's Gold Slides, Scarf Pins, Gold and Silver Pencils, Rings, Ear-Rings, Necklaces, Chains, Lockets, charms, &c.**

—000—

**MUSICAL BOXES**

LARGE and SMALL, varying in price from **\$5 00** to **\$200**. Amongst them will be found the most popular **Music of all Nations**, China not excepted.

—000—

**Optician Department,**

In the Optician Department will be found the largest and most varied assortment of Gold, Silver and Steel Spectacles north of San Francisco, suitable for all ages and every description of sight; together with

**Opera Glasses, Eye Glasses, Ship's Surveyors' and Miners' Compasses, Mathematical Instruments, Microscopes, Telescopes, Miners' Gold Scales, Levels, One Hour Half Hour and 3 Minute Rosewood Sand Glasses, &c., &c.**

CHURCHES and PUBLIC BUILDINGS supplied with TIMEPIECES on the most reasonable terms.

CHRONOMETERS, WATCHES, CLOCKS and JEWELRY REPAIRED with the utmost despatch, and WARRANTED.

**YATES STREET.**

(Opposite Langley Street.)

**VICTORIA, V. I.**

46 1m

New Advertisements.

**Columbia Hotel.**

THE UNDERSIGNED, wishing to return thanks to his Friends and the Public generally, for their patronage during the past year, takes this opportunity to inform them that he intends to re-open his Bar on THURSDAY, the 4th inst., where will be always found

**The Best Liquors, Ales, Wines and Cigars.**

H. BURR.

New Westminster, 2nd December, 1862.

**Royal Insurance Co.,**

—FOR—

**FIRE AND LIFE INSURANCE.**

CAPITAL, - - - - \$10,000,000.

HEAD OFFICES, Liverpool and London.

Agents for Vancouver Island and British Columbia,

ANDERSON & CO.,

Wharf Street, no29

Victoria, 21st November, 1862.

**OTTAWA MARKET.**

**SIGN OF THE OX.**

MESSRS. FLOOR and BROWNLEE beg to announce to the inhabitants of New Westminster that they have opened a

**NEW MEAT SHOP**

next door to Mr. W. J. Armstrong's General Store, Columbia Street, and are prepared to supply every article in the

**Meat and Vegetable**

trade; and will endeavor by attention, promptitude and perseverance, to merit public confidence and patronage.

New Westminster, B. C., November 25th, 1862.

**SMITH & MURRAY**

BEG LEAVE to call the attention of their friends and the public to the

**CAREFULLY SELECTED STOCK**

—OF—

**FAMILY GROCERIES**

which they have just opened, and which they are prepared to sell at the

**Lowest Possible Prices,**

**FOR CASH.**

SMITH & MURRAY,

Columbia Street, New Westminster.

**NOTICE.**

**BALLOU'S EXPRESS.**

HAVE this day sold to Messrs. GEORGE DIETZ and HUGH NELSON all my right, title, interest, and good-will in the above Express from Lillooet Flat, Douglas, Yale, Hope, via New Westminster to Victoria.

W. T. BALLOU.

New Westminster, October 1st, 1862.

**NOTICE.**

MESSRS. DIETZ & NELSON having purchased the above business, Notice is hereby given that I have this day withdrawn in their favor, connecting with them at Yale and Lillooet, from which points I will continue to carry the Express to Cariboo and the Northern Mines, is heretofore.

F. J. BARNARD.

New Westminster, October 15th, 1862.

IN reference to the above notices the undersigned beg to state that they will hereafter conduct the Express Business in all its branches, between Victoria, V. I., Lillooet and Yale, B. C., under the name of DIETZ & NELSON'S British Columbia and Victoria Express, connecting with Wells, Fargo & Co., for California, Eastern States and Europe.

GEORGE DIETZ,

HUGH NELSON.

Victoria, October 24th, 1862.

**MACDONALD'S**

**UNION HOTEL.**

THE PROPRIETOR has just enlarged and finished in good style the above House, and hopes by strict attention to business, and the comfort of guests, to merit a share of the travelling community.

**Private Rooms**

fitted up with all the

**LATEST IMPROVEMENTS.**

Douglas, B. C., August 12th, 1862.

**ST. GEORGE HOTEL.**

**VIEW STREET.**

**BETWEEN BROAD & DOUGLAS,**

**VICTORIA, V. I.**

**THIS ELEGANT BRICK HOTEL**

WILL BE OPEN for the reception of the public, at 7 P. M., on SATURDAY EVENING, October 25th.

The Proprietor having engaged the services of a

**SUPERIOR FRENCH COOK,**

the Culinary department

**CANNOT BE SURPASSED.**

Breakfast from 7 A. M. to 12 M.

Table d'Hôte at 6 P. M.

Board per Week, \$12.

Suites of Rooms or Single Rooms on reasonable terms.

Victoria, V. I., Oct 27 1m

**DICKSON, CAMPBELL & CO.,**

COMMISSION MERCHANTS,

Corner of Wharf and Johnson streets,

VICTORIA, V. I.

H. N. DICKSON & Co., London.

DICKSON, DeWolf & Co., San Francisco

m21-3m

New Advertisements.

**R. HANNAH**

BEGS leave to call the attention of the inhabitants of New Westminster and the Public generally to his new and well selected stock of

**GROCERIES**

AND

**PROVISIONS,**

**Lamps, Coal Oil, Fruits, &c.,**

all of which he offers

**CHEAP FOR CASH.**

Columbia street, next door to S. T. Tilley's Book Store.

New Westminster, Nov. 25th, 1862.

**Royal Columbian Hospital**

**NOTICE.**

NOTICE IS HEREBY GIVEN that for the present all applications for admission into the Royal Columbian Hospital must be made to the Medical Officer, Dr. Jones, Columbia Street, New Westminster. The Board of Management wish that up-country patients should receive, as far as practicable, a recommendation through a subscriber to the Hospital, or the local Magistrate.

By order of the Board,

ARTHUR T. BUSHBY,

Honorary Secretary.

New Westminster, 21 Nov., 1862.

**S. T. TILLEY,**



## The British Columbian.

NEW WESTMINSTER, SATURDAY, DEC. 13.

AN ACCOUNT OF A JOURNEY OVERLAND FROM CANADA TO BRITISH COLUMBIA DURING THE SUMMER OF 1862, EMBRACING A GENERAL DESCRIPTION OF THE COUNTRY, TOGETHER WITH THE VARIOUS INCIDENTS, DIFFICULTIES AND DANGERS ENCOUNTERED; FOR CIRCULATION IN THE EASTERN BRITISH COLONIES. BY MR. THOMAS MCKICKING, OF QUEENSTON, CANADA WEST.

Continued from our last.

T. McKicking, of the Queenston party, was then chosen Captain, and the different parties were represented on the Committee as follows: Queenston, Mr. W. H. G. Thompson; St. Thomas, Mr. Hutchinson; Huntingdon, Mr. Wattie; Ottawa, Mr. Jos. Halpin; Toonto, Mr. Wallace; Montreal, Mr. Morrison; Odensburg, Mr. T. Phillips; Acton, Mr. Fortune; Whitby, Mr. Simpson; Waterbury, Mr. Brokelbank; Scarborough, Mr. Hough; London, Mr. Urin, and Goderich, Mr. A. C. Robertson. These matters having been arranged, it was ordered that the largest party should take the lead in the train and that the remaining parties should follow in the order of their size, that the following day the leading party should go to the rear, the second party leading, and so on in rotation until each party had its turn on the lead. The object of this order was to prevent jealousy, the first place in the train being considered the best, both for procuring game and passing over soft places in the road before it was worked up too deep by driving over it. Everything being ready we started from Long Lake at 2 o'clock in the afternoon of the same day, with ninety-seven carts and about one hundred and ten animals, some of them being used under the saddle, besides a few spare ones for relieving those in harness in case of accident. So large a company made a very imposing appearance as it "dragged its slow length along" over the plain, and when marshalled in close order extended a distance of over half a mile. Our march was now conducted with great regularity, and excepting an occasional break in our carts or harness, we had but few delays. When an accident of this kind happened to anyone he was ordered to turn out of the train and repair immediately, for which purpose we had provided ourselves with tools, and then take his place at the rear of the train, so as not to disturb the order of the rest. We camped that night about sundown, at a small lake on the open prairie, without a single tree or bush in sight. Our guide expected to find plenty of water here, but owing to the dryness of the season we had some difficulty in getting enough for ourselves and our animals. Nearly all the water we used during the first part of our journey was procured from stagnant ponds, and very little of it was fit to be used without careful straining and boiling. All parties acquainted with the country, and with whom we had conversed upon the subject, were unanimous in recommending us to use the greatest caution, both upon our march during the day and especially while camped at night, in order to guard against the Indians who are continually roaming over these plains. We were informed that should they make any demonstrations it would be more likely for the purpose of stealing our animals than with any design against our persons. Our camp was therefore arranged in a triangular shape, the carts forming a corral, being drawn up side by side with the shafts outward, and our oxen were tied inside of this enclosure, each to his own cart. The tents were then pitched on the outside, each party occupying the ground opposite to their carts. Six men were appointed to watch at a time, two being stationed on each side of the triangle. The first watch began at 10 o'clock, and was changed every two hours. During the first part of our journey the night was divided into three watches, the camp being raised at 4 o'clock so as to be ready to start at five o'clock, allowing one hour for preparing and eating breakfast. We usually drove till 11 o'clock when we halted for dinner—started again after dinner at 2 o'clock, and camped for night at 6 o'clock, making 10 hours of travelling each day. A little experience however soon convinced us that six hours drive in the forenoon without feed was too much for our cattle, and when the nights became very short we arranged it in this way. We set only two watches during the night, waked the camp at half past 2 o'clock, started at 3 without breakfast, drove till 5, halted 2 hours to feed our animals and breakfast, started again at 7 and drove till 11, when we halted for dinner, making 10 hours a day as before, but was performed apparently with much greater ease. Our average rate of travelling was about two and a half miles per hour.

On Friday the 6th we stopped for dinner at Prairie Portage, a trading station of the Hudson Bay Company, and camped for the night at a small lake. So far our road was good, and nearly the whole distance over open prairie. The character of the country passed on Saturday was somewhat different from what we had previously seen. We crossed several small streams of clear, cold water, with high, steep banks, down which we had to steady our carts with ropes, and a few miry sloughs, where it was necessary to put our shoulders to the wheel to assist our cattle through. It was rather amusing to notice the expedients resorted to by the "boys" to obviate the necessity of going into the mud on this first initiation into this mode of travelling, but I assure you most of us lost all delicacy upon this point before we reached the Fraser; for, after taking the trouble two or three times of stripping off our shoes and stockings, and rolling up our pants above our knees, and then going in up to the middle, we came to the conclusion that there was no use being too fastidious about the matter. The road to-day was pretty rough, a portion of it lying through the heaviest timber we had seen since leaving Fort Garry. We camped on Saturday night on the bank of Soft River, a clear, rapid little stream, with gently sloping banks and shaded at intervals with groves of poplars. As the fire had quite recently passed over this locality we found the land rather short for our animals. The next day, the 8th, being the Sabbath we remained in camp. A special article in the constitution of our company provided that we should rest regularly on

the Sabbath, unless some urgent necessity should compel an advance; and it is a source of gratification to your correspondent to be able to report that this regulation was scrupulously observed. A portion of the day was devoted to religious worship, a practice afterwards regularly observed throughout our journey. These exercises were generally conducted by Mr. Joseph Robinson, of Queenston, but on this occasion by Mr. A. L. Fortune, of Huntingdon, and consisted of prayer and praise and the reading and exposition of a portion of the Scriptures. Whatever may have been the sectarian differences that prevailed among us at home, it was gratifying to know that here we could meet upon common grounds and present our united petitions for that Providential protection we so much needed. Upon these occasions our friends at home were objects of special solicitude, and a fervent and cordial amen would burst from a hundred hearts as unnumbered blessings were invoked on behalf of the dear ones whom we had left so far behind us. While the vast and lonely plains reverberated with the notes of our songs of praise, the mind was intuitively invited to contemplation, and to wonder as the last echo of these unwonted sounds died away in the distance, whether eternal silence and solitude were again to succeed.

To be Continued.

AGROLOGIC.—We must ask the indulgence of our readers on account of the paucity of editorial in to-day's edition.

A DOUBLE ERROR.—In a brief report of the opening of the Assizes here, contained in the *Colonist* of the 11th inst., we notice the following paragraph which is calculated to make an erroneous impression upon the mind of the reader:—"On the 2nd Dec. Mr. Robson appeared and stated that he was not in possession of the proofs of his correspondent's assertion, but that if what his lordship stated on the Bench was correct, he regretted the publication. The Judge deeming the implied doubt of his word an aggravation of the contempt, and Mr. Robson not offering any apology, ordered him to be removed in custody." On the 5th Mr. Robson appeared in Court, and stating that he did not believe the imputation contained in the letter, and that he regretted the publication of the same in his paper, was discharged.

What we did say to the Court on the 2d inst., when asked to show cause why we should not be committed for contempt of Court, was, in substance, as follows:—"The gentleman who wrote the communication in which the paragraph occurred to which your Lordship takes exception not being accessible to me at present, I am unaware of what evidence he may possess in support of the implied charge against your Lordship—" and after being interrupted by the Court, we added:—"If, however, the implied charge is untrue, all I can say is that I regret its publication." Upon being taken before his Lordship on the 5th inst., we handed in a paper, a copy of which was published in these columns on Wednesday, and in which the following occurs:

Your Lordship stated on the Bench that you paid ten shillings per acre for the land which the communication implied you accepted as a gift; consequently, the communication contained a statement not warranted by facts; and I have to express my regret, and offer my apology for allowing such statement to be published in the said *British Columbian* newspaper."

By this it will be seen that the apology only covered the one point of a money consideration having been given for the land instead of its being accepted as a gift, a point to which it was *guardedly and strictly* confined. As to the imputation, we distinctly stated to the Court we could not possibly give a denial to it, and consequently we could not apologize for it, as it was impossible for us to say what influences were or were not brought to bear upon his Lordship's mind. We have no doubt the inaccuracy in our contemporary's account is altogether inadvertent, but as we deem it important there should be no misconception upon this point, we have to request he will be kind enough to make the necessary correction.

DRAMATIC.—The second dramatic entertainment of the season was given last evening by the Royal Engineers' Club. The beautiful Drama entitled *Don Cesar De Bazan* was most successfully played to a very good house. The leading characters were very well sustained. As Don Cesar, Corporal Howe was most successful, carrying the audience with him all through. Sergt. Osment made a capital Charles II of Spain, and was exceedingly well dressed. J. Turnbull took the character of the old Marquis de Rotondo, for which he was splendidly dressed, and which he delineated in the most happy manner. The more prominent character of Don Jose (the King's Minister) was very well rendered throughout by W. Deas, and C. Sinnett made a most charming Lazarillo. The ladies—perhaps we ought to have mentioned them first—Sergt. Rylatt, as Maritana, and J. Meade as Countess de Rotondo, performed their parts very creditably. A number of songs and a farce entitled "Cool as a Cucumber" closed the evening's entertainment.

A QUICK TRIP.—The Sch. Carolina, Capt. Jones, left this for Nanaimo on Sabbath, and returned on Tuesday night with a cargo of coal. This is certainly quick dispatch. Thanks to Capt. Jones for sundry favors.

TRADE NOTICE.—We have much pleasure in directing the attention of our readers to the advertisement of Mr. Gillett, whose establishment will be opened at no-n-to-day, and which we have no doubt, will be found very attractive, especially to the ladies.

THANKS.—We have to thank Mr. W. F. Herre, of Victoria, and also our unknown friend, for a bountiful supply of English and American papers and periodicals.

EXPRESS FAVORS.—We have to acknowledge the receipt of numerous Express favors from Messrs. Dietz & Nelson.

THE NOVA SCOTIA GOLD MINES.—A quartz nugget had been found by Mr. Sandborn in the Orens, weighing 45 lbs., thickly studded with gold. He had been offered \$400 for it, but asked \$1000. The gold from these mines is very fine, and sells at \$19.75c. per oz.

CUSTOMS RECEIPTS during the three weeks ending November 22nd, \$6348, 20c. Nov. 29th, \$5956, 75c. December 6th, \$5805, 50c. Total, \$118,10, 45c.

## CORRESPONDENCE.

To the Editor of the British Columbian.

DEAR SIR,—I hope you will pardon my presumption in appearing in your columns. I feel it a duty I owe to the freedom of speech and the liberty of the press to raise my voice and wield my pen against the shackles of the one and the gag of the other, and use both against trickery, jobbery, and high-handed tyranny, let it be found either among the "humbler classes" or those in high authority. This much then is my excuse in appearing before your readers; and I at once ask the question, have aliens a right to pre-empt land, and purchase and sell the same? I answer, no. They have no such right according to the Pre-emption Consolidation Act, 1861, clause 3. What grounds had Mr. O'Reilly to refuse giving a certificate of improvement to Cox and Wade? I answer, two. First, they being aliens, and consequently could not hold land; and second, the piece of land in question being a site of a proposed town. (See the 3d clause.) Who was the pre-emptor of said piece of land? Did Moreland. Had he a right to sell that land to Cox and Wade? No. He being an alien could not pre-empt land, and second, having no certificate of improvement, could not sell, according to clause 15, viz: "No interest in any plot of land shall be capable of passing to a purchaser unless the vendor shall have such certificate of improvement as aforesaid."

Did Moreland sell that land to Cox and Wade? He did. Did Cox and Wade sell twenty-two acres to Judge Begbie, he setting his own price? They did. Had they a legal title to that land? No. Did they get a title? They did. By what law did they get that title? I cannot find any law giving them a right to such title. By whose authority did they obtain a title? By the order of Judge Begbie to Mr. O'Reilly. Who is Judge Begbie? He is the Supreme Judge of the law Courts in British Columbia, sent out here with authority from the Queen to administer the laws in righteousness and mercy, and to uphold the dignity of the Bench; in a word, to enforce and defend the law, striking terror to the hearts of all evil-doers, and commanding the universal praise of all those who do well. Has he answered that end? No. He has palpably failed.

New Westminster, Dec. 12, 1862.

To the Editor of the British Columbian.

SIR,—The paragraph in my former letter (and for the publication of which you were cast into prison) was the result of a conversation held with one of the principals therein mentioned. I met Moreland at Williams Lake, who complained to me of the *Colonist* accusing him of parceling out his land at Cottonwood into town lots and disposing of it as such. He further stated that while he had not sold any portion of his land, he had given twenty acres of it to Judge Begbie. Knowing that the land was valuable because of its position as a possible town site, I remarked, "For Government purposes, I presume." "No," said he, "for his own personal use." I then said, "Is this the land for which O'Reilly refused a certificate, but which was subsequently granted on appeal to Begbie?" "Certainly," was the answer, "and I intend to sue O'Reilly for damages when Begbie comes down." The matter of this conversation was repeated and re-repeated by Moreland, who seemed to look upon the alleged transaction as nothing more than a kindness worthily bestowed and gratefully accepted. The antecedents of our Civil Justice had prepared me for your imprisonment. My only surprise is that he ended there. But sir the monsters of society have their uses, and the man who dared in a British Colony to consign an innocent publisher to prison will be the synonym of Jefferys in malice, and of Bomba in infamy. The age of fossilism is past.

New Westminster, Dec. 12th, 1862.

To the Editor of the British Columbian.

SIR,—Can you aid us poor up-river folks in the matter of mail communication. We have received no foreign mail here since the third of November, the Monday having failed to bring the mail for this place farther than Hope, and then graciously returned it again to New Westminster. It is really shameful to know that we are paying higher rates of postage than any other persons in the world, to result in continuous delay and disappointment. I do not presume to blame individuals in the present ticklish state of affairs, but would merely suggest to our Postmaster General the necessity for either the formal withdrawal of the mails, or regular transmission. E. H. Sanders, Esq., brought his bride home on Monday last, and his reception was a well earned tribute to the services of four years. He is one of few who in official as well as private life have preserved untainted their characters.

Our new wagon road is so far a success, and we are anticipating increased traffic in the spring. A violent gale prevailed here last night, completely prostrating the new Episcopal Church.

Yale, Dec. 10th, 1862.

To the Editor of the British Columbian.

Having recently arrived here this season I was agreeably surprised to find Hope again flourishing. Not a few, some time ago, from some motives best known to themselves, cried this place down, gone in, played out, &c. But it must have been jealousy. Fort Hope I believe will yet out-rival any place on the lower Fraser. When the wagon road is completed to Similkameen, and that section of the country opened, the wagon road about to be made to Emory's Bar and Yale, and, last though not least, the Silver Ledge in this vicinity, besides other acquisitions, must render this town the great depot for this part of the river. I fully believe it is high time for the Government to look after the welfare of Hope. The only road fully completed is the male trail to Similkameen, made by Mr. Dawdney in '60, while other towns in the interior are flourishing with road making &c. Hope is left to play a lone hand in the murder of James Locke. The numerous readers of the *British Columbian* fully concur in the editorial of November 26th in regard to that melancholy affair. The best of us may in our lives be unfortunate in

business and get into debt. Be he honest or dishonest; and if ever we should be unfortunate—well we know what the penalty is. Such things have been done in the old feudal times in England, but in this age of civilization, in the latter part of the nineteenth century, it is a shame and disgrace to the Government we are subjected to. Some here say the least said is the better, but I say the more said the better. Let the whole world know it. I am ashamed, as an Englishman, to confess to this inhuman mode of imprisonment, but hope it will be looked into by the Home Government. I have just seen a friend from Union Bar. The contractors are getting along admirably; they have struck a soft rock, and expect to be to the lead in about ten or fifteen days. This will no doubt in a short time be very valuable property. I have also learned that they own the flat of Union Bar, commencing near Fort Hope and extending to American Bar. We are anxiously awaiting the new steamer which is expected to arrive to-day. Probably we will make a trip to you with Capt. Irving to see how his boat runs. Hoping you will give this a space in your valuable paper.

Fort Hope, December 6th, 1862.

TO BUSINESS MEN!—Advertise in the "*British Columbian*."

New Advertisements.

**R. P. MEAD,**  
Sign, Fancy and  
ORNAMENTAL PAINTER.  
NEW WESTMINSTER, B. C.

Transparencies, Shades and Screens

PAINTED TO ORDER AND WITH DISPATCH.

Up-country orders solicited.

Office, on Columbia Street.

New Westminster, December 8th, 1862. 310 to

**LIGHT! LIGHT!!**

By purchasing your

**COAL OIL AND CAMPENE**  
at M. J. BLACKMAN'S Store, you can have the most  
**Brilliant Light**

at a very small cost.

A large and splendid assortment of  
**COAL OIL LAMPS,**  
embracing the LATEST IMPROVEMENTS, to arrive in a few days.

M. J. BLACKMAN, no 19.

New Westminster, November 18, 1862. no 19.

**COLONIAL BANK**

OF

**British Columbia.**

[UNDER THE ACTS 1857 A. &amp; 1858, LIMITING THE LIABILITY TO THE AMOUNT SUBSCRIBED.]

Capital, \$250,000

In 2500 SHARES OF \$100 EACH, WITH POWER TO INCREASE.

The want of Banking accommodation by the Merchants, Miners, and general public of British Columbia has long been severely felt, and it is thought that the time has now arrived when the business of the Colony calls for a permanent Bank of its own; and the promoters of this scheme, having full confidence in the public spirit and commercial enterprise of the inhabitants of British Columbia, beg as a remedy to propose,

That a Bank under the above title be established in New Westminster.

That the capital be \$250,000 in 2500 shares of \$100 each, a deposit of \$10 to be paid on each share on the 1st of February, 1863, \$10 on the 1st of August, 1862, and \$10 on the 1st of February, 1864, the remainder to be at the call of the Directors; but no call at any one time to exceed 10 per cent of the amount subscribed, nor to be enforced without three months notice, nor more than two calls to be made in any one year.

The affairs of the Bank to be managed by a Board of Directors chosen annually at a general meeting of the shareholders.

Subscription books to be opened at once, and whenever a sufficient number of names shall be subscribed to fulfil the requirements of the existing laws, a general meeting to be called for the election of Directors, the making of By-Laws for the government of the Bank, and the transaction of such other business as may be deemed necessary.

The business of the Bank would embrace the usual transactions of such establishments, and in addition, the purchase of gold in Dust and in Bars, which last branch would prove a very great benefit to miners and traders, and in return yield a handsome and legitimate profit to the shareholders.

The operations of the Bank would, in the first instance, be confined to the General Office at New Westminster, and in due course of time, as the extension of business should warrant, branch offices would be established in the different up-country towns.

It would be almost useless to lay before the public of British Columbia the many advantages afforded by having in the Colony a Bank of its own, where the Head Office and subsequent branches would be in the Colony, where the share-list would be composed of its own Colonists, and where the profits arising therefrom instead of being remitted to Foreign shareholders would be handed over to residents, and be again placed in circulation in the Colony.

The profits arising from the establishment, under somewhat similar circumstances in the Colonies of Canada, Australia and New Zealand, have been large, and the promoters of this purely colonial and risk-taking enterprise beg the co-operation and assistance of the inhabitants of the Colony, convinced that by so doing they will at the same time promote the public good and their own interests.

Applications for shares to be made to the Provisional Managing Committee, New Westminster, and will be received up to the 5th of January, 1863, when the lists will be closed.

FORM OF APPLICATION.

GENTLEMEN,—I beg you will allot me shares in the Colonial Bank of British Columbia, (limited.) [Signed, Name and Address in full.]

To the Provisional Managing Committee, New Westminster.

The following gentlemen have been elected as a Provisional Managing Committee to obtain subscribers, and when a sufficient number shall be obtained, to call a general meeting for the election of Directors and other business.

HENRY HOLBROOK.

JOHN COOPER.

F. G. CLAUDET.

## New Advertisements.

**W. GRIEVE,**

Tailor and Clothier,  
Two Doors East of the Colonial Hotel,  
Columbia Street.

ALL ORDERS entrusted to his care promptly attended to, and work finished in the latest style. d3

## NOTICE.

NOTICE is hereby given to the owners of the Boat "YOUNG AMERICA," which has been lying at the Harrison River during the last two years, that unless they come forward and pay charges upon her, on or before the 1st day of December, instant, said Boat will be sold on that day to pay the same.

CHARLES MARCHANT.

Harrison River, December 1st, 1862.

**J. A. Webster,**

Has just Received.

A Splendid stock of WINTER GOODS,  
Ready Made Clothing,  
&c., &c., &c.

ALSO,

SILKS, Poplins, Cashmeres, De Reges, Organdies, &c. Princetons, Lawns, Brilliantes, Mollars, Madonnas, D. Laines, Worsted and Dress Goods of every description. A very large selection of

HOYLE'S ENGLISH PRINTS,  
Cashmere, Chenille, Wollen and Tweed Scarfs and Square Shawls, Cloth, Tweed, Black and Colored Mantles, fashionable styles. Black Silk and Lace Mantillas, Penelope, Victoria and Eugene Collars, Laces, Embroideries and Ruffings, all widths. An assortment of

Ladies', Gents', Miss's, and Children's  
**HOSIERY,**  
Habits, Light Thread, Silk, Kid and Fawn Gloves and Gauntlets, D. masks, Lenses, Hollands, Towelings, Sheetings, Ticks, Shirtings, Flannels, in great variety.

Curtains and Curtain Fixtures.

EX "SPEEDY," FROM LONDON.

English Clothing,

Embracing Tweed Suits, Tweed and Cassimere Sack and Frock Coats, Tweed and Cassimere Pants and Vests, Alpaca, Silk and Mohair Coats, Linen Coats and Pants.

A LARGE INVOICE OF

ENGLISH STRAW HATS,

Garibaldi, white and colored, and Albert Mourning Hats, Felt and Cassimere Hats, late styles.

BOOTS &amp; SHOES.

English Balmoral and Watertight Boots,

"Bucher and Oxford shoes,

"Nail Napoleon Mining Boots,

"Riding Boots,

"Calf, Carpet and Morocco Slippers,

Ladies' Mesh and Infant's Boots and Shoes, of every size and description.

Ladies' Elastic Boots, Side Lace and Balmoral, French Dress Calf Sewed Boots,

"Calf and Emu-lined Gaiter Boots.

Balmoral Skirts, Hoop Skirts, at all prices.

Ladies' Velvet, Reptile, Muslin, Turban and Jockey Hats, in Felt, Sir w and Neapolitan.

Children's Hats and Turbans, all sizes.

FLOOR OIL CLOTHS, 1, 1 1/2, 2, 2 1/2 yards wide, Table Oil Cloths.

WALL-PAPER, &amp;c. and a host of Goods too numerous to mention, which are on hand and ready for inspection, at

J. A. WEBSTER'S,

Columbia street, New Westminster.

New Westminster, November 7, 1862. no 8

THE BANK OF BRITISH COLUMBIA.

Incorporated by Royal Charter.

CAPITAL, \$1,250,000.

IN 12,500 SHARES, OF \$100 EACH.

WITH POWER TO INCREASE.

CURRENT ACCOUNTS are opened for any amount not less than One Hundred Dollars, and every facility granted to Traders and others for the transaction of business.

Deposit Receipts issued for money lodged for fixed periods, bearing the following rates of interest:

On money lodged for 15 days certain, at the rate of 2 per cent. per annum.

On money lodged for 1 month certain, at the rate of 2 1/2 per cent. per annum.

On money lodged for 3 months certain, at the rate of 3 per cent. per annum.

On money lodged for 6 months certain, at the rate of 3 1/2 per cent. per annum.

On money lodged for 12 months certain, at the rate of 5 per cent. per annum.

No partial payment made on these receipts. Interest payable half yearly, and the Principal not due until the expiry of the period for which the money is lodged.

DISCOUNTS AND ADVANCES.—Approved Bills discounted, and Advances made on Bills of Lading, (accompanied by Policies of Insurance,) for goods shipped to or from the Colonies.

DRAFTS AND LETTERS OF CREDIT issued on Great Britain and the Colonies, also on New York and San Francisco, and Bills on these places purchased or sent for collection.

Credits issued on Great Britain, San Francisco, and New York, authorizing payment for Goods shipped from these ports to the Colonies; all such shipments to be insured and Hypothecated to the Bank.

GOVERNMENT AND OTHER SECURITIES received for safe custody, and 1 per cent. Commission charged on withdrawing the same. Interest and Dividends collected on account of consignments at the rate of one-half per cent. on the amount collected, if payable in Victoria.

Gold, Silver and Bars purchased, or advances made on the same.

JAMES D. WALKER, Manager.

New Westminster, September 25, 1862. no 27



